

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA

KMA HOLDING COMPANY, INC.,)
an Oklahoma corporation,)
)
Plaintiff,)
)
v.) Case No. CIV-11-292-C
)
THE ALAN WAYNE COMPANY, LLC,)
a Nevada limited liability company,)
)
Defendant.)

**PLAINTIFF, KMA HOLDING COMPANY, INC.'S
ANSWER TO DEFENDANT, THE ALAN WAYNE COMPANY, LLC'S
MARCH 23, 2011 COUNTERCLAIM**

COMES NOW Plaintiff, KMA Holding Company, Inc. ("KMA"), and for its Answer to Defendant, The Alan Wayne Company, LLC's ("TAWC") March 23, 2011 Counterclaim, alleges and states as follows:

1. The allegations set forth in Paragraph 1 are admitted.
2. The allegations set forth in Paragraph 2 are admitted.
3. With respect to the allegations set forth in Paragraph 3, KMA admits that the "Consulting Contract" was entered into on or about July 22, 2008, but with an effective date of March 25, 2008.
4. The allegations set forth in Paragraph 4 are admitted.
5. The allegations set forth in Paragraph 5 are denied.
6. The allegations set forth in Paragraph 6 are denied.
7. The allegations set forth in Paragraph 7 are denied.

8. The allegations set forth in Paragraph 8 are denied.
9. For its answer to Paragraph 9 of the Counterclaim, KMA incorporates by reference its prior answers to Paragraphs 1 through 8, inclusive.
10. The allegations set forth in Paragraph 10 are denied.
11. The allegations set forth in Paragraph 11 are denied.
12. The allegations set forth in Paragraph 12 are denied.
13. The allegations set forth in Paragraph 13 are denied.
14. The allegations set forth in Paragraph 14 are denied.
15. The allegations set forth in Paragraph 15 are denied.
16. For its answer to Paragraph 16 of the Counterclaim, KMA incorporates by reference its prior answers to Paragraphs 1 through 15, inclusive.
17. The allegations set forth in Paragraph 17 are denied.
18. The allegations set forth in Paragraph 18 are denied.
19. The allegations set forth in Paragraph 19 are denied.
20. The allegations set forth in Paragraph 20 are denied.
21. The allegations set forth in Paragraph 21 are denied.
22. The allegations set forth in Paragraph 22 are denied.
23. For its answer to Paragraph 23 of the Counterclaim, KMA incorporates by reference its prior answers to Paragraphs 1 through 22, inclusive.
24. The allegations set forth in Paragraph 24 are denied.

25. The allegations set forth in Paragraph 25 are denied.

26. The allegations set forth in Paragraph 26 are denied.

AFFIRMATIVE DEFENSES

1. The Second Cause of Action of TAWC's Counterclaim fails to state a claim for which relief may be granted.

2. KMA and TAWC are not parties to the "Termination of Contract with respect to the Tract 2 Property" which is attached hereto as Exhibit "A" which was executed and delivered by Wichita Wayne, LLC on April 15, 2010, and it does not affect or otherwise impair KMA's rights pursuant to the "Consulting Contract."

3. KMA and TAWC are not parties to the "Release of Tract 4 Option" which is attached hereto as Exhibit "B" which was executed and delivered by Wichita Wayne, LLC on April 15, 2010 and it does not affect or otherwise impair KMA's rights pursuant to the "Consulting Agreement."

WHEREFORE, KMA prays that TAWC take nothing by virtue of its March 23, 2011 Counterclaim that KMA be awarded judgment for its costs, together with a reasonable attorney's fee for its defense of TAWC's claims and that the Court grant such other and further relief as may be deemed just and equitable.

/s/ Joe E. Edwards

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**ATTORNEYS FOR PLAINTIFF,
KMA HOLDING COMPANY, INC.**

CERTIFICATE OF SERVICE

I hereby certificate that on April 13, 2011, I electronically transmitted the attached document to the Clerk of the Court using the ECF System for filing. Based on the records currently on file, the Clerk will transmit a notice of Electronic filing to the following ECF registrants: T. Scott Spradling; Mark R McPhail.

/s/ Joe E. Edwards

Joe E. Edwards